

COVER LETTER

23 MAY 2016

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Café/Kiosk Services at United States Embassy Caracas for the AMERICAN EMBASSY EMPLOYEE ASSOCIATION OF VENEZUELA, herein known as ACE.

Enclosure 1 consists of the proposed Licensing Agreement, which will be executed between ACE and the selected operator. The Agreement consists of the main document, plus three exhibits:

Exhibit A - Performance Required Under the Licensing Agreement
Exhibit B - Holiday Schedule

Enclosure 2 contains instructions for tender preparation as well as the methodology to be used by ACE in evaluation of tenders and for award of the Licensing Agreement.

Tender Submission and Due Date: 13 JUNE 2016

All tenders must be submitted to the following address:

ATTN: **Jonathan Zalomek, ACE Manager**
U.S. Embassy
Calle F con Calle Suapure
Colinas de Valle Arriba
Caracas, Venezuela

ALL TENDERS MUST BE RECEIVED BY THE AMERICAN EMBASSY NO LATER THAN **16:00 13 JUNE 2016**. TENDERS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED WITHOUT FURTHER CONSIDERATION.

Point of Contact

Direct all questions regarding this Invitation for Tenders to the following individual:
Jonathan Zalomek, ACE Manager, CaracasAceManager@state.gov

There will be a site visit and a conference that will allow interested parties the opportunity to pose any questions they may have concerning the Invitation for Tenders and to view the site where the services are to be provided. This visit and conference will be held on **15:00 31 MAY 2016**. Please notify the above individual if anyone from your firm wishes to attend. Questions regarding this Invitation for Tender should be submitted in writing at least two days before the scheduled date of the conference and site visit.

Thank you for your interest in this action.

Sincerely,

Karl Lohse
ACE Board Member

LICENSING AGREEMENT

I. GENERAL

A. **Purpose.** The purpose of this Agreement is to provide a license to the Licensee to operate a kiosk on the premises of the Licensors. For the purposes of this agreement, the **AMERICAN EMBASSY EMPLOYEE ASSOCIATION OF VENEZUELA** (AEEAV d.b.a. ACE), is the Licensors and *[Note: to be completed at time of Licensing Agreement signature]* is the Licensee. The term “parties” means the Licensors and Licensee. No United States Government funds are obligated under this agreement.

B. **Description of Kiosk Operations.** The Licensee shall establish and operate the food service facilities for the purpose of dispensing ready-to-eat food, nonalcoholic beverages and other consumable items as may be authorized by the Licensors under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

II. PERIOD OF AGREEMENT

This agreement shall be for a period of one (1) year, upon completion of the security clearance process. In no case shall this term begin no earlier than 1st of July 2016. At the mutual agreement of both parties, this agreement can be extended for an additional year period. The maximum length of this contract, including extensions, shall be no more than five (5) years.

III. SPECIFICS OF FOOD and BEVERAGE OPERATIONS

Kiosk operations, including details of each party’s responsibilities, are set forth in Exhibit A to this agreement.

IV. LICENSOR PERSONNEL

A. **Licensing Officer.** The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensors to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

B. **Technical Representative.** The Licensing Officer may designate a Licensors’ Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensors’ principal point of contact for day-to-day operations and ensure compliance with License Agreement. If no Licensors’ Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee's work. The Regional Medical Officer (RMO) will provide unscheduled health inspection of the facilities. The Facilities Maintenance Officer (FM) will supervise the maintenance responsibilities of the Licensors in the kiosk. The General Services Officer (GSO) will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be submitted to the ACE office on a monthly basis by the 1st Monday of every month.

B. Rights of the Licensor.

(1) The Licensor has the right to inspect the kiosk premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance and grooming
5. Training program techniques, schedules and records
6. Menu compliance, as indicated in the minimum acceptable menu profile

(2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) The Regional Medical Officer (RMO), the Licensor's Technical Representative and/or professional health and food service inspectors shall perform periodic inspections to assure compliance with Agreement requirements and U. S. industry standards.

(4) Failure to pass inspection will result in the temporary suspension of operations until the Licensee can demonstrate that the issues have been resolved to the satisfaction

of the Inspector. The Licensee will not receive any compensation from the Licensor for expenses incurred during a period of suspension of operations. If the Licensee cannot fix the issue after a period of ten (10) days, the Licensor reserves the right to terminate the Licensing Agreement.

VI. TERMINATION

This Licensing Agreement may be terminated by written notice, when it is in the best interests of the Licensor. This termination may be made (1) immediately, for cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) with 30 days notice, for the necessity of the Licensor. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

VII. TERMS OF AGREEMENT

Operation: Licensee shall operate the kiosk as described in Exhibit A of this agreement.

Security Deposit: The Licensee will deposit the equivalent of two thousand U.S. dollars (\$2,000), payable in Bolivars at the prevailing exchange rate, to the Licensor as a security deposit. The deposit, less the cost of any damage to equipment provided by the U.S. Government or the Licensor, as determined at their sole discretion, will be refunded to the Licensee upon termination of this contract. The deposit refund will be paid by ACE in U.S. dollars.

Fees: In exchange for the license to operate the kiosk, the Licensee will pay a fee comprising of a percentage of the gross sales amount.

Monthly Percent of Sales Fee: The Licensee will pay a fee of five percent (5%) of gross sales (defined for the purposes of this agreement as the total amount of all cash and credit sales before deducting IVA or other taxes or costs). No later than the 5th of each month, the Licensee will provide the Licensor with evidence of the Licensee's gross sales, as agreed upon by both parties.

Payment: All monthly payments will be due on the 10th day of the following month. If the 10th should fall on a holiday or weekend, the payment is due on the business day prior to the 10th. All payments must be made by check or bank transfer.

Penalties: A late payment penalty of five percent (5%) of the required monthly five percent (5%) of the pre-IVA gross sales will be charged for payment not received by the due date. The Licensee will pay a fee of the equivalent of fifty U.S. dollars (\$50), payable in Bolivars at the prevailing DICOM exchange rate, for any check returned for insufficient funds. Penalty fees will be accumulated and doubled monthly if not paid. Failure to pay within a reasonable amount of time as determined by the Licensor is cause to terminate this agreement.

VIII. SPECIAL LICENSING AGREEMENT PROVISIONS

A. Security Access to Property. The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used to fulfill the terms and conditions of this Agreement. All employees working under this Agreement will undergo an Embassy vetting process and security check.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel and customers. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance should cover all Licensee-owned and operated equipment located in the kiosk.

(2) The Licensee shall provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licensor, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensor, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensor, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of American Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to American Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property, the Licensee shall repair the damage at no expense to the Licensor or the U.S. Government, as directed by the Licensing Officer and the Facilities Maintenance Office of the U.S. Embassy. The Licensor may, at its discretion, provide training in proper use and maintenance of equipment to Licensee personnel. Such training, if provided, will be mandatory for Licensee personnel using the equipment.

F. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

IX. DISPUTES

If the Licensing Officer and Licensee fail to reach agreement over any disputed issue resulting from this Licensing Agreement, the sole remedy to both parties shall be referral of the disputed issue to the American Embassy official at one level above the Licensing Officer. That official's ruling shall be considered final for both parties.

LIST OF EXHIBITS

EXHIBIT A: Performance Required under the Licensing Agreement

EXHIBIT B: Holiday Schedule

EXHIBIT A

PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

I. SCOPE OF WORK.

The Licensee shall provide food and drink services for users of Embassy consular services and U.S. Embassy employees and contractors on the premises of the U.S. Embassy Caracas, specifically in the designated area of the Consular Section's waiting area, adjacent to the Consular section parking lot. Licensee may provide non-food items for sale, with approval of the Licensor, only if those items are of the original manufacturer and in accordance with international copyright and trademark laws. This kiosk is to be operated for the benefit of approximately 500 to 1,000 daily visitors.

The Licensor shall not be held responsible for any variation in the estimated service population figure. The extent of occupancy is not guaranteed.

II. DESCRIPTION OF FACILITIES

Facilities. The kiosk facility is located outside the Chancery building in the visa waiting area. Purchase of food or drink is not a condition for use of the seating area.

Performance History. Snacks and beverages make up the greatest share of sales.

III. HOURS OF SERVICE

A. Schedule. Service is required between 07:00 a.m. and 2:00 p.m. in the Kiosk. The facility will be closed on official Embassy holidays and designated consular training days. The operator may choose to close or reduce services on specially designated consular training days. Likewise the operator may choose to extend operations until 5:00 p.m. if user volume supports such after 2:00 p.m. Holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before the requested modifications take effect.

IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;

- comply with all local employment laws and regulations
- secure and maintain insurance;
- maintain records;
- submit any required reports, including statement of income, by the 10th of the following month; and,
- observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the kiosk in the Licensee's name at the Embassy. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

C. Menus. The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the kiosk on each operating day shall be consistent with approved food service standards and comparable for American and South American business kiosks. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer.

The Licensee shall provide all items for sale at reasonable prices that are competitive and not excessive compared with similar operations in the local area. All pricing will be clearly displayed for patrons for all items offered for sale. All charges to patrons will be in local currency. Licensor reserves the right to regulate Licensee pricing and to require prior notice and/or pre-approval of any pricing changes.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all equipment, appliances, and inventory.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions.

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall, when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry, tender, etc., as may be appropriate in each case. Hot foods shall be held at 140 F or greater, cold foods at 41 F or less.

(3) All employees assigned by the Licensee to perform work under this kiosk Agreement shall be physically able to do their assigned work and shall be free from communicable diseases. If an employee falls ill, the Licensee should provide a backup employee from the eligible list so as not to fall below the minimum staffing standards as outlined in this Agreement.

(4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, whichever is more frequent. The result of these exams will be given to the Embassy's Regional Medical Officer (RMO) for review. No employee may work in the kiosk without the RMO's approval.

- (a) Chest x-ray
- (b) Exam of:
 - Mouth
 - Lungs
 - Skin
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test

F. Personnel and Supervision.

(1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not entitled to any rights nor benefits of the Licensor/Embassy.

(3) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the Embassy.

(4) The Licensee shall employ a full-time, on-site manager unless the Licensee is an individual, in which case the Licensee shall be on-site full-time.

(5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are on the grounds. The Licensee's employees shall wear proper uniforms, including hair nets

and/or head covers when they are performing their duties. Legible nameplates identifying each employee shall be displayed as part of the uniform.

(6) Licensee employees may not enter the Chancery, except under escort. Bathroom facilities are available in the Consular Section waiting area.

(7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

(8) The Licensee shall provide adequately trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

(9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

(11) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee, shall be turned in to the General Services office as lost and found items.

(12) Licensee and its employees may not, under any circumstances, agree to store, hold, or receive, for any period of time, clothing, telephones, papers or any other items on behalf of Embassy visitors or anyone else.

G. Trash Removal. The Licensee shall remove trash from the Kiosk anytime that waste canisters are full or not less than once per day; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

I. Licensee Performed Repairs. The Licensor will perform an inspection of the kiosk on quarterly basis. The Licensee shall perform required preventative maintenance submit a work order to the Licensing Officer on the Embassy's standard form for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensee shall provide all cleaning supplies and equipment.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the kiosk in a clean, orderly, and sanitary condition at all times. The Facilities Maintenance

Manager may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The licensee shall perform cleaning and janitorial services on a regular schedule. The Licensee shall use the following cleaning schedule. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food Service Area

Food Service Area: Daily
Floors: Clean and sanitize Daily
Windows: Clean Weekly
Garbage: Remove when full, no less than 1x day.
Walls: Quarterly

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows/shutters are closed, lights and fans turned off, and doors locked when the kiosk is closed. The Licensee report any problems related to keys and / or door lock to the Local Guard office. A key shall be available for emergency use only in the building security office.

The Licensee agrees to abide by all security provisions directed by the Embassy Regional Security Office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

M. Liability. The Licenser will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

N. Fire and civil defense drills. The Licensee shall notify Post One in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

O. Billing Procedures: Patrons will pay in Bolivars only. The Embassy will make no payments to the Licensee.

P. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval and leave keys with the Marine Post.

V. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for 12 months the right to establish, manage, and operate a kiosk and/or a kiosk in the American Embassy to prepare and sell Ready-To-Eat food, nonalcoholic beverages and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of driveways and loading platforms. The Licensor will provide space heating and cooling, space lighting and utilities (gas, electric, water). The Licensor reserves the right to charge for utilities in the future. The licensee must provide all telecommunication lines outside the Embassy building. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- maintenance of gas, water, steam, sewer, and electrical lines;

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

VI. RIGHTS AND AUTHORITY OF THE LICENSOR

A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Licensor reserves the right to use public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

VII. RESTRICTIONS

A. Equipment. Unless otherwise permitted in writing by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.

B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy visitors and employees.

C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays & Local Holidays.

D. Facilities. The physical facilities on the Embassy grounds shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily.

VIII. DEFINITIONS The following definitions pertain to this Agreement.

A. **AMERICAN EMBASSY EMPLOYEE ASSOCIATION OF VENEZUELA** Herein known as ACE is interchangeable with "Licensor" and "The Embassy."

B. ACE Board: A committee of Embassy employees formed to represent staff food service interests.

C. Licensing Officer: "Licensing Officer" means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.

D. Licensee: "Licensee" means the individual or company that has entered into an Agreement with the Embassy. "Offer" means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.

E. RSO: Regional Security Office of the AMERICAN Embassy.

F. GSO: General Services Office of the AMERICAN Embassy.

G. RMO: Regional Medical Officer.

Exhibit B

HOLIDAYS SCHEDULE

Holidays

The Kiosk will be closed on the following official holidays observed in 2016 by the American Mission, US Embassy Caracas. Each year the Licensor will provide similar listing of holidays.

Holiday	Date Observed
New Year's Day 2016	Friday, January 1
Birthday of Martin Luther King, Jr.	Monday, January 18
Washington's Birthday	Monday, February 15
Carnival (Venezuela)*	Monday, February 15
Carnival (Venezuela)*	Tuesday, February 16
Holy Thursday*	Thursday, March 24
Good Friday*	Friday, March 25
Declaration of Independence (Venezuela) *	Tuesday, April 19
Labor Day (Venezuela)*	Sunday, May 1
Memorial Day	Monday, May 30
Carabobo Battle*	Friday, June 24
Independence Day (USA)	Monday, July 4
Independence Day (Venezuela)*	Tuesday, July 5
Birthday of Simon Bolivar*	Sunday, July 24
Labor Day	Monday, September 5
Columbus Day	Monday, October 10
Day of Indigenous Resistance*	Wednesday, October 12
Veterans Day	Friday, November 11
Thanksgiving Day	Thursday, November 24
Christmas Eve (Venezuela) *	Saturday, December 24
Christmas Day (observed)	Monday, December 26
New Years Eve (Venezuela)*	Saturday, December 31
<p>* Venezuelan Holiday. When a Venezuelan holiday falls on Saturday or Sunday, there is no substitute Friday or Monday as a day off.</p> <p>** Consular training days are the last Thursday of each month.</p>	

ENCLOSURE 2

**TENDER PREPARATION INSTRUCTIONS, EVALUATION OF TENDERS,
AND AWARD SELECTION**

I. INSTRUCTIONS ON TENDER PREPARATION

A. General Information. Submit an original and two copies of the tender, prepared in such format and detail as to enable the Licensor to make a thorough evaluation. **The tender must be prepared in English. The tender package shall be sealed in an envelope and clearly identify company name and manager and address.** Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements.

B. Submission Deadline. Submit the complete tender by **13 JUNE 2016.**

ACE Manager
U.S. Embassy
Calle F con Calle Suapure
Colinas de Valle Arriba
Caracas, Venezuela

C. Contents of Tender. The first part of the tender will address general information about the person/firm submitting the tender, including experience and references. The second part of the tender will address the performance requirements. EACH TENDER MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE FIRM. ACKNOWLEDGE ANY AMENDMENTS TO THIS INVITATION TO TENDER IN THE FIRST PART OF THE TENDER SO THE EVALUATORS CAN BE CERTAIN THAT THE TENDER REFLECTS ANY CHANGES TO TERMS AND CONDITIONS. Address the following areas in the order shown below:

Part I - General Information

(a). Prior Quality of Service and Experience. List all contracts and Licensing Agreements your company has held over the past three (3) years for the same or similar work. Provide customer's name, address, and telephone numbers, dates, and number of personnel providing the services, dollar value and financial arrangements, brief description of the work, any terminations and the reason for termination.

(b). Financial Capability. Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a current financial statement. Describe any assets other than cash, accounts receivable,

land, buildings, or equipment carried on existing company balance sheets. Provide a profit structure for the organization and the wage levels of each employee.

(c) Other General Company Information. Provide copies of recent health inspections.

Part II – Performance Required

(a) Menu. Provide the complete menu that you will implement, showing selling prices.

(b) Sanitation. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.

D. Additional Procedures

(1) Amendment of Invitation to Tender. If this Invitation to Tender is amended, all terms and conditions not amended remain unchanged.

(2) Media of Tenders. Emailed and facsimile tenders are not acceptable. After receipt of tenders, negotiations may be held. Additionally, individuals/companies submitting tenders may be requested to provide an oral presentation or even food/beverage samples.

(3) Timeliness of Tenders. Tenders must be received at the place designated for receipt of tenders, not later than the time and date specified in this Invitation to Tender. No tender received after the due date and time will be considered.

E. Site Visit and Conference. ACE will arrange for a site visit and conference on **15:00 31 MAY 2016. Interested parties should register by calling Jonathan Zalomek at 0212-907-8228 or by emailing CaracasAceManager@state.gov.** At that time, the caller will be advised regarding where they shall meet. The conference is intended to provide interested parties with the opportunity to discuss the requirements of this Invitation to Tender and the site visit will allow interested parties to view the area in which the kiosk operations will take place. Interested parties are urged to submit written questions using the address provided in the cover letter to this Invitation to Tender at least four days before the date of the conference.

II. EVALUATION OF TENDERS AND SELECTION FOR AWARD

A. Evaluation. To be acceptable and eligible for evaluation, tenders must be prepared following the instructions in Section I above and must meet all the requirements set forth in the other sections of this Invitation to Tender. All tenders will be evaluated using the information presented as requested above in Section I.C., “Instructions on Tender Preparation - Contents of Tender”.

B. Selection for Award. Award selection will be based on the best approach, taking into consideration the desire for quality service at reasonable menu prices, in combination with past service quality and experience. ACE may award this Agreement solely on the basis of the evaluation of the initial offers, without any negotiations, request for samples, or oral presentations. Therefore, tenders should be submitted on the most favorable terms possible.

ACE reserves the right to have secondary Licensees in the event that a chosen Licensee cannot fulfill their commitment.